IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

SUIT NO.3498 OF 2004

...

Manish Vasanji Dedhia ...Plaintiff

v/s.

Chetan Vasanji Dedhia ...Defendant

...

Mr.G.S.Bhatt for the Plaintiff.
Mr.Bonny Patel i/b Bhuta Associates for the Defendant.

...

CORAM: D.K.DESHMUKH, J.

DATED: 2ND DECEMBER,2005

P.C.:

On a motion made by the learned Counsel for the Plaintiff, the name of Defendant No.2 is permitted to be deleted.

1. By consent of parties, the suit itself is taken up for final decision. By consent of parties the suit is decreed in following terms:-

(i) It is agreed between the parties that the only joint properties of the parties are the properties described at Item a,b, & c of Schedule "B".

(ii) By agreement of parties it is directed that the Receiver of this Court is appointed as the Receiver of the shop No.1A described at Item (a) of Schedule B and plot of land bearing No.2/51 described by item (c) of Schedule B. The Receiver shall not take physical possession of both the properties.

(iii) The Receiver shall call bids from the Plaintiff and the Defendant in relation to the shop No.1A and

plot 2/51. The highest bidder amongst them shall be declared as tenant of the shop No.1A and owner of the plot bearing No.2/51. On the successful bidder depositing the amount with the Receiver, the Receiver shall take possession of both the properties and hand over them to the successful bidder.

(iv) It is agreed between the parties that so far as the property described at Item (b) of Schedule B i.e. room No.29 is concerned, the Defendant is the sole tenant of that property and that he can continue to occupy that property and deal with the same as its sole tenant.

(v) The amount of bid received in relation to both the properties shall be divided into two equal parts and distributed amongst the parties in equal share.

Suit disposed of.

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